Table of Contents

I. Purpose 4
II. Declaration of Intent and Scope 4
A. Authority and Effect 4
B. Application of this Regulation 4
III. Definitions 5
IV. Procurement Organization 9
A. Division of Strategic Sourcing and Supply Chain Management 9
B. Chief Procurement Officer 9
V. Procurement of Goods and Services 9
A. Methods of Source Selection 9
B. Small Purchases 9
C. Invitations to Bid 10
D. Requests for Proposals/Qualifications 11
E. Revenue Generating and Concession Contracts 11
F. Cooperative Purchasing 11
G. Group Purchasing Organizations 12
VI. Procurement of Construction, Design and Engineering Services 12
A. Jackson Health System Capital Expedite Program 12
B. Construction 12
C. Design and Engineering Services 13
D. Sales Tax Exemption Program for County Construction Contracts 13
VII. Waiver of Formal Competition 13
A. Non-Competitive Procurement 13
B. Emergency Procurement 14
C. Architectural, Engineering and Other Services Covered by the Consultants' Competitive Negotiation Act 14
VIII. Process 15
A. Purchase Requisitions 15
B. Responsibility of Bidders and Offerors 15
C. Selection Committees 15
D. Pre-qualification 16
E. Cancellation of Invitations to Bid or Requests for Proposals 16
F. Electronic Commerce 16
G. Unauthorized Purchases 17
IX. Legacy Systems 17
X. Bid Protests 17

A. Purpose....17
B. Process....17
C. Fee Schedule....18
XI. XI. Reports....19
A. Purchasing Report....19
B. Other Procurement Reports....20
C. Notices....20
XII. Contracts....20
A. Contract Award....20
B. Written Contract....21
C. Contract Renewal/Extension....21
D. Change Orders and Contract Modifications, including Renewals....22
E. Contract Termination....22
F. Contract Execution....22
XIII. Specifications....23
A. Preparing Specifications....23
B. Value Analysis Team....23
XIV. Risk Management....23
A. Bid Security....23
B. Performance and Payment Bonds....23
C. Indemnification....23
D. Insurance Requirements....23
XV. Authority to Debar or Suspend....23
A. Authority to Debar or Suspend....23
B. Causes for Debarment or Suspension....24
C. Suspension....24
D. Request for Hearing....25
E. Hearing....25
F. Decision....25
G. Appeal....25
H. Debarment by Other Public Entities....25
I. Maintenance of List of Debarred and Suspended Persons....25
XVI. Socio-Economic Programs....26
A. Small Business Enterprise Goods and Services Programs....26
B. Small Business Enterprise Construction Services Program....28
C. Small Business Enterprise Architecture and Engineering Program....28

D. Preference to Local Business and Local Certified Veteran Business Enterprises in Trust Contracts....29
E. Fair Subcontracting Practices....29
F. Responsible Wages and Benefits for County Construction Contracts....29
G. Living Wage Ordinance....29
H. Drug-Free Workplace....30
I. Nondiscrimination....30
J. Community Workforce Program for County Construction Contracts....30
K. Residents First Training and Employment Program for County Construction Contracts....30
XVII. Ethics....30
A. Regulation....30
B. Definitions....31
C. General Standards of Ethical Conduct....31
D. Conflict of Interest....31
E. Kickbacks....32
F. Bids from Related Parties....32
G. Contractor Fraud, Misrepresentation or Material Misstatement....32
H. Use of Confidential Information....32
I. Lobbying....33
J. Cone of Silence....33
K. Procurement Integrity....33
L. Recovery of Value Transferred or Received in Breach of Ethical Standards....33
XVIII. Acceptance of Gifts from Jackson Memorial Foundation....34
A. Purpose....34
B. Definition....34
C. Applicable Statutes, Ordinances and Policies....34
D. Role of Trust Officials....34
E. Acceptance....35
F. Goods and Services....35
G. Construction....36
H. In-Kind Donations....36
XIX. Hospital-Based Physician Services....36
A. Definition....36
B. Exemptions....37
C. Source Selection....37
D. Contract Award....37
XX. References....37

PART A. PROCUREMENT

I. Purpose

The purpose of this Regulation is to govern the procurement of goods, services and construction, including professional services, for the Public Health Trust ("Trust") who owns and operates Jackson Health System ("JHS"). This Regulation is advisory in that it is intended to provide guidance to Trust staff in the conduct of an orderly administrative process. Deviations from this Regulation shall not constitute grounds for protest or appeal by the persons affected by the activity at issue. It is the policy of the Trust to promote competition and transparency in public procurement. The Trust aims to provide equal access and opportunity to all suppliers. All employees of the Trust, including, but not limited to, those specifically identified in this Regulation are directed to advance this Regulation.

II. Declaration of Intent and Scope

A. Authority and Effect

Public Health Facilities - Section 154.11, Florida Statutes, as amended; Sections 4.02 and 5.03(D), Miami-Dade County Charter; Public Health Trust - Chapter 25A, Code of Miami-Dade County; and Public Health Trust Procurement Policy Resolution. This Procurement Regulation supersedes and repeals the prior Public Health Trust Procurement Regulation and departmental rules and guidelines that may be contrary.

B. Application of this Regulation

1. This Regulation shall apply to all contracts for public improvements and the purchase of all goods and services, including professional services, made by the Trust, irrespective of the source of funds, except as otherwise provided by law.
2. Exclusions. This Regulation does not apply to:
   a. The purchase, lease or rental of real property and related licenses;
   b. Contracting by the Managed Care Division for providers of managed care services;
   c. Contracting by the JMH Foundation;
   d. Clinical Agency Agreements, inclusive of Hospital Based Physician Services as defined in this Regulation;
   e. Services provided by Miami-Dade County;
   f. Operating and/or Affiliation Agreements with Teaching Facilities, Universities and/or Healthcare Systems;
   g. Agreements for exclusive Laboratory Reagents with Universities and/or Healthcare Systems;
   h. Agreements for the Re-hire of Trust employees as independent consultants to meet specialized needs and Ambassador Agreements for JMH International;
   i. Dues, memberships and registration fees and associated membership materials in trade and professional organizations
   j. Sponsorships, donations and engagements with non-for-profit organizations;
   k. Fees and costs of job-related educational seminars and trainings for JHS employees;
   l. Subscriptions for periodicals, including educational material for JHS employees;
   m. Advertisements;
   n. Postage;

o. Utility Services;
p. Employee expense reimbursement including travel, training, petty cash and/or relocation;
q. Reimbursable employee candidate travel expense;
r. Organ acquisition, registry, surgeon, physician and transplant fees;
s. Payments required by Ordinance, Statute, Interlocal or Interdepartmental Agreements;
t. Payments required for accreditation and/or certification.
u. Entertainers, performers, speakers, and works of art;
v. Trust-sponsored events at hotels, motels, restaurants, or other similar venues.
w. Risk management settlements;
x. Services provided by Expert Consultants including, but not limited to, those rendered by arbitrators, hearing officers, experts, and counsel retained or obtained by the County Attorney's Office on behalf of the Trust and other legal fees;
y. Trust and Grant Agreements;
z. Lobbyist Service Agreements;
aa. Marketing Service Agreements;
bb. Banking Services and/or Credit Card Merchant Service Agreements;
cc. Gift cards;
dd. Emergency procurements initiated by the Executive Office under $100,000;
ee. All one-time non-recurring purchases under $10,000;

3. Direct Payment. All Exclusions as stated in Section B2 above shall be considered appropriate for direct payment.

III. Definitions

The following words, terms and phrases defined in this Regulation shall have the meanings set forth below whenever they appear in this Regulation, except where:

i. the context in which they are used clearly requires a different meaning; or
ii. a different definition is prescribed for a particular Section or provision.

The words, terms and phrases defined in this Regulation shall be interpreted to include either the singular or the plural where applicable. Words not defined shall be given the meaning provided under their common and ordinary meaning unless the context suggests otherwise.

Additional Service Allowance means a predetermined dollar amount or percentage of a contract for architectural, engineering, landscape architectural, or survey and mapping services held for unpredictable changes in the project.

Award means the acceptance by the Trust of a vendor's offer which formalizes a contract, which may include, as applicable:

iii. the decision by the Board to accept a contractor's bid, proposal or offer;
iv. the authorization of the CEO or designee by the Board to execute a contract on behalf of the Trust; or
v. the decision by the Chief Procurement Officer to accept a contractor's bid, proposal or offer by execution of a contract or issuance of a purchase order.

Bid means an offer submitted by a vendor in response to an Invitation to Bid issued by the Trust.

Board means the governing board of the Public Health Trust.

Business Day means Mondays through Fridays, excluding legal holidays as recognized by Miami-Dade County government.

Change Order means a written alteration to a contract or purchase order, executed by the Chief Procurement Officer, in accordance with the terms of the contract, unilaterally directing the contractor to make changes.

Clinical Agency Agreement means a strategic relationship between a physician or group of physicians and the Trust, which may or may not involve the purchase of assets of the physician practice or a management services agreement.

Construction means the building, renovating, retrofitting, rehabbing, restoration, painting, altering or repairing of a public improvement.

Contingency Allowance means a predetermined dollar amount or percentage of a contract for construction held for unpredictable changes in the project.

Contract means all types of Trust agreements, regardless of what they may be called, authorized under this Regulation for the procurement of goods, services or construction.

Contract Documents means an agreement between an owner and contractor for construction, conditions of the contract, drawings, specifications, change orders, contract modifications and any other documents referenced therein. For the purpose of this definition, “Owner” shall mean the Public Health Trust or the Jackson Memorial Foundation providing a public improvement to support the Trust.

Contract Modification means any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual action of the parties to the contract.

Contractor means any person having a contract with the Trust.

Dedicated Allowance means a fixed sum for a specific portion of the work determined by the architect/engineer in advance of bidding to be used by all bidders in their bids or proposals.

Director, Responsible Purchasing means any individual appointed by the Chief Procurement Officer to administer the Small Business Enterprise Program on behalf of the Trust.

Electronic Signature means a manual or electronic identifier or the electronic result of an authentication technique attached to or logically associated with a record that is intended by the person using it to have the same full force and effect as manual signature [Florida Statutes, Chapter 668, Part I, The Electronic Signature, Act of 1996, as amended].

Emergency Procurement means a purchase based upon an unexpected turn of events that causes an immediate danger to public health and safety; an immediate danger of loss of public property or an interruption in the delivery of an essential government service; or when the time required to complete a competitive process authorized by this Regulation would create an adverse economic or operational impact upon the Trust compromising the delivery of services to Trust patients including, but not limited to, the loss of grant funding, lost revenues or non- compliance with regulatory requirements.

Expert Consultant means an individual(s) or firm acting as independent contractors retained or obtained by the County Attorney's Office or the CEO, or designee on a contract basis with a specific term for the purpose of performing specialized defined tasks that require knowledge, skills and training not otherwise available to the Trust by temporary or permanent members of the classified or unclassified service and which tasks, by their nature, require independent and autonomous judgment. Contracts for services provided by Expert Consultants exceeding
$250,000 shall be approved by the Board.

Goods means all personal property, medical or non-medical in nature, including, but not limited to, equipment, materials, pharmaceuticals, printing and insurance; excludes services and real property.

Group Purchasing Organization (GPO) means an entity that aggregates the purchasing volume of members, such as hospitals and other health-care providers, to leverage discounts with manufacturers, distributors and other vendors and to realize administrative savings and efficiencies.

Invitation to Bid (ITB) means all documents, whether attached or incorporated by reference, utilized for soliciting bids in excess of the dollar thresholds established for small purchases.

Legacy System means a system including, but not limited to, computer software, licenses, computer hardware, and biomedical equipment that are fully integrated into the daily operations of one or more departments or are considered strategic in nature or are unique to the producer, manufacturer, distributor and/or provider.

Option to Renew means an option in a contract that allows the Trust to unilaterally continue the contract for an additional term.

Person includes individuals, firms, associations, joint ventures, partnerships, estates, trusts, business trusts, syndicates, fiduciaries, corporations, and all other groups, entities or combinations.

Procurement means buying, purchasing, renting, leasing, or otherwise acquiring any goods, services or construction within the scope of this Procurement Regulation. It also includes all functions that pertain to the obtaining of any supply, service or construction, including, but not limited to, description of requirements, selection and solicitation of sources, preparation and award of contracts, and all phases of contract administration.

Procurement Directors means the Sr. Director of Procurement Services and/or the Director of Procurement Construction Services as appointed by the Chief Procurement Officer.

Procurement Officer/Specialist means any person duly authorized by the CEO or Chief Procurement Officer to manage the procurement process and administer contracts and make written determinations or recommendations with respect thereto.

Professional Services mean (a) any type of personnel service which requires as a condition precedent to the rendering of such service the obtaining of a license or other legal authorization;
(b) services, the value of which is substantially measured by the professional competence of the person performing them, and which are not susceptible to realistic competition by cost of services alone; and (c) services rendered by members of a recognized profession or persons possessing a specialized skill. Such services are generally acquired to obtain information, advice, training or direct assistance. These services shall include, but not be limited to, services customarily rendered by, auditors, accountants,

software and system applications, electronic, technology, technical and management consultants, appraisers, and medical-related providers.

Proposal means an executed document submitted by an offeror in response to a Request for Proposals to be used as the basis for negotiations for entering into a contract.

Public Improvement means a project for construction, reconstruction or renovation on real property operated and maintained by the Trust, whether permanent or not, especially one that increases its value or utility or that enhances its appearance.

Public Notice means the distribution or dissemination of information to interested parties using methods that are reasonably available. Such methods may include publication in newspapers of general circulation, electronic or paper mailing lists, and Internet site(s) designated by the Trust and maintained for that purpose.

Public Procurement Unit means any unit or association of units of federal, state or local government; any public authority which has the power to tax; any public entity created by statute; or any entity which expends public funds for the procurement of goods, services or construction.

Regulation means this Regulation or procedure that is made part of the Trust's Administrative Policy and Procedure Manual which can be revised at the discretion of the CEO, or CEO's designee.

Release Order means an authorization given to a supplier to furnish a specified quantity of goods or services against an established contract.

Request for Proposals (RFP) means all documents, whether attached or incorporated by reference, utilized for soliciting competitive sealed proposals.

Request for Qualifications (RFQ) means all documents, whether attached or incorporated by reference, utilized for soliciting competitive sealed proposals without considering price.

Responsible Bidder or Offeror means a person who has the capability in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance.

Responsive Bidder means a person who has submitted a bid that conforms in all material respects to the solicitation.

Reverse Auction means a procurement method wherein bidders, anonymous to each other, electronically submit real-time bids on designated goods and services.

Services mean the furnishing of labor, time, or effort by a contractor.

Specifications mean any description of the physical or functional characteristics, or the nature of a supply, service, or construction item. It may include a description of any requirement for inspecting, testing, or preparing a supply, service, or construction item for delivery.

Term Contract means an indefinite quantity contract to furnish goods or services for a specified period of time at agreed upon unit price(s).

Work means the construction and services required by the contract documents for a public improvement, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the contractor to fulfill the contractor's obligations.

IV. Procurement Organization

A. Division of Strategic Sourcing and Supply Chain Management
   1. There is hereby created the Division of Strategic Sourcing of the Public Health Trust (the "Division"), headed by a Senior Vice President. The Procurement Management Department within the Division shall be responsible for the procurement of goods and services including construction, and professional services, on behalf of the Trust in accordance with this Regulation.

B. Chief Procurement Officer
   1. The CEO, or CEO's designee, shall appoint the Senior Vice President of the Division who shall be the Trust's Chief Procurement Officer. The Chief Procurement Officer shall perform the duties of the principal public purchasing official for the Trust and shall be responsible for the procurement of goods, services, materials and construction in accordance with this Regulation and such other duties as assigned. The Chief Procurement Officer shall:
      a. Procure or supervise the procurement of all public improvements, goods, materials, and services, including professional services, needed by the Trust;
      b. Solicit and advertise for bids and proposals for public improvements, goods, materials and services, including professional services, without the need for action by the Board;
      c. Establish and maintain programs for the inspection, testing, and acceptance of goods, services, and construction; and
      d. Ensure compliance with this Regulation by reviewing and monitoring procurements conducted by any person to whom he or she has delegated authority under this Regulation.
   2. The Chief Procurement Officer may delegate the authority assigned or delegated by this Regulation to designees in writing.

V. Procurement of Goods and Services

A. Methods of Source Selection
   1. The Chief Procurement Officer shall select the method of solicitation based on the application of the guidelines set forth in this Regulation. Unless otherwise authorized by law, Trust contracts shall be awarded in accordance with one of the following methods:
      a. Small Purchases;
      b. Invitations to Bid;
      c. Requests for Proposals/Qualifications;
      d. Revenue Generating and Concession Contracts;
      e. Cooperative Purchasing; or
      f. Group Purchasing Organizations;

B. Small Purchases
   1. Any procurement of goods and services, including professional services, not exceeding an aggregate total of $250,000, including all renewal and extension options may be made in accordance with the small purchase procedures.

2. Where goods, services or construction items may be obtained under current Trust contracts priority shall be given to purchases under these contracts to promote product standardization.
3. Competition for Small Purchases under $10,000
   a. Verbal or written competition for small purchases under $10,000 is at the discretion of the Procurement Officer/Specialist. The Procurement Officer/Specialist shall endeavor to maximize the utilization of Small Business Enterprises on such purchases.
4. Competition for Small Purchases between $10,000 and $25,000
   a. In the purchase of goods or services estimated to cost between $10,000 and $25,000, no less than three (3) vendors shall be solicited to submit verbal or written quotations. The Procurement Officer/Specialist shall endeavor to receive a minimum of two quotations in order to move forward with Award. If fewer than two quotations are received, the Procurement Officer/Specialist shall document the Award file with the reasonable efforts made. Award shall be made to the vendor offering the lowest acceptable quotation. The Trust shall at all times adhere to the requirements of this Regulation relating to Small Business Enterprises.
   b. A record of each quotation shall be recorded and maintained as a public record. The record shall include, as applicable, the vendor number (if registered), vendor name, address, telephone number and contact person; the unit and extended price for each item quoted, the delivery time, payment terms and delivery terms; the name of the Trust employee soliciting the verbal quotation.
5. Written Competition for Small Purchases in excess of $25,000
   a. In small purchases of goods and services estimated to cost over $25,000, no less than three (3) vendors shall be solicited to submit written quotations. A request for quotations shall be issued and shall include specifications and all contractual terms and conditions applicable to the procurement. Quotations shall be submitted in writing. Award shall be made to the lowest responsive and responsible vendor according to the criteria set forth in the request for quotations. The Trust shall at all times adhere to the requirements of this Regulation relating to Small Business Enterprises.
6. Informal Requests for Proposals
   a. Any procurement that is estimated not to exceed $250,000 and in the best interest of the Trust may be made by an evaluation of factors other than price and may be informally solicited. The Procurement Management Department may solicit written proposals from no less than three (3) potential vendors through a Request for Proposals. The Procurement Director(s) may award a contract to the offeror whose proposal is determined most advantageous to the Trust in accordance with the criteria set forth in the solicitation. The Procurement Director(s) may solicit the advice of Trust technical, professional and the County Attorney's Office. Convening of a selection committee is not required.

C. Invitations to Bid
   1. When the estimated amount of the procurement exceeds $250,000 and the good or service procured may be properly evaluated on the basis of price as the determining factor, the Chief Procurement Officer shall issue an Invitation to Bid.
   2. Low Tie Bids
      a. Low tie bids are low responsive bids from responsible bidders that are identical in price after appropriate application of all price adjustments, such as those for a Small

Business Enterprise or local business, and that meet all the requirements and criteria set forth in the Invitation to Bid. Low tie bids shall be evaluated and resolved based upon the application of the following tie breakers in order of precedence:

i. if the bidder is a small business enterprise, as applicable, as certified by Miami-Dade County;
ii. if the bidder is a local business as defined in Section 2-8.5 of the Miami-Dade County Code, as amended;
iii. if the Chief Procurement Officer determines that selection of a particular bidder or bidders is in the best interests of the Trust because of product, service, delivery, qualifications or past performance; or
iv. by drawing lots

3. Determination of Lowest Bidder
   a. Bids will be evaluated to determine which bidder offers the lowest cost to the Trust in accordance with the evaluation criteria set forth in the Invitation to Bid.
   b. Only objectively measurable criteria shall be applied in determining the lowest bidder. Examples of such criteria include, but are not limited to, discounts, transportation costs, and ownership or life cycle cost formulas.

D. Requests for Proposals/Qualifications
   1. The Trust shall use a Request for Proposals or Qualifications when the purposes and uses for which the commodity or contractual service being sought can be specified and the Trust is capable of identifying necessary deliverables, the good or service procured may not be properly evaluated on the basis of price alone as a determining factor, and the estimated amount of the procurement exceeds $250,000. Examples of solicitations which may be made a Request for Proposals or Qualifications include, but are not limited to, the following:
      a. Procurement of Professional Services, defined in this Regulation.
      b. Procurement of construction manager-at-risk, design-build and job order contract project delivery methods specified in Section VI. (Procurement of Construction, Design and Engineering Services);
      c. Procurement of high technology, electronic, software, and system applications that are available from a limited number of sources.
   2. Award shall be made to the responsible offeror whose proposal is determined to be the most advantageous to the Trust taking into consideration price and the evaluation factors set forth in the Request for Proposals. No other factors or criteria shall be used in the evaluation. The recommendation of the selection committee shall be submitted to the Chief Procurement Officer. The Chief Procurement Officer may approve, reject or ask the selection committee to re-evaluate proposals. The Chief Procurement Officer shall be authorized to proceed with the award or reject all bids.

E. Revenue Generating and Concession Contracts
   1. Revenue generating and concession contracts shall be awarded in accordance with the provisions of this Regulation.
   2. Price shall be evaluated on the basis of the highest return to the Trust as defined within the solicitation document.

F. Cooperative Purchasing
   1. The Trust may participate in, sponsor, conduct, or administer a cooperative purchasing agreement for the procurement of goods, services or construction with one or more Public Procurement Units in accordance with an agreement entered into by the participants.

2. Such cooperative purchasing may include, but is not limited to, joint or multi-party contracts between public procurement units and open-ended public procurement unit contracts that are made available to other entities.
3. All cooperative purchasing conducted under this Section shall be through contracts awarded though full and open competition, including use of source selection methods substantially equal to those set forth in this Regulation. Purchasing conducted under this Section shall not constitute a waiver of formal competition.
4. Subject to the provisions of the cooperative purchasing contract, the Chief Procurement Officer may conduct negotiations with a supplier regarding terms and conditions, including the addition of standard provisions such as, but not limited to UAP, OIG and further price reductions where permitted.

G. Group Purchasing Organizations
1. The Trust recognizes purchases made through Group Purchasing Organizations as a best practice in hospital purchasing nationwide with associated efficiencies, savings and speed.
2. The Trust may participate in one or more Group Purchasing Organizations ("GPO"), which shall be selected competitively in accordance with this Regulation.
3. As a condition of the Trust's participation in a GPO, the GPO shall whenever possible solicit bids and proposals from certified Small Business Enterprises and local Miami-Dade vendors, and shall cooperate with the Trust in the facilitation of participation of those vendors at all tiers of Trust purchases under GPO contracts.
4. Subject to the provisions of the GPO contract, the Chief Procurement Officer may conduct negotiations with a supplier regarding terms and conditions, including the addition of UAP, OIG fees and further price reductions where permitted.

VI. Procurement of Construction, Design and Engineering Services

A. Jackson Health System Capital Expedite Program
1. Applicability, "Jackson Health System Capital Expedite Program," Section 2-8.2.14 of the Code of Miami-Dade County, as amended, shall apply to procurements competitively solicited by the Trust pursuant to this Section.

B. Construction
1. The Chief Procurement Officer, in consultation with the Vice President or Senior Vice President responsible for construction services, shall have the discretion to select one of the following project delivery methods for construction projects:
   a. Design-bid-build;
   b. Construction Manager;
   c. Construction manager-at-risk;
   d. Design-build;
   e. Job order contract;
   f. Miscellaneous construction contract;
   g. Small purchases in accordance with this Regulation
2. The Chief Procurement Officer, in consultation with the Vice President or Senior Vice President responsible for construction services and the County Attorney's Office, shall develop specifications and procedures for the project delivery methods to be undertaken by the Trust. In addition, the Trust may procure the services through the use of the County's Miscellaneous Construction Contract, subject to applicable dollar thresholds for those programs.

3. Any construction project, excluding electrical work, not exceeding $250,000 may be made in accordance with the small purchase procedures of this Regulation. For electrical work, the small purchase threshold shall not exceed $75,000 adjusted by the percentage change in the Engineering News-Record's Building Cost Index from January 1, 2009 to January 1 of the year in which the project is scheduled to begin.
4. The Trust shall adhere to the requirements of Section 255.20 of Florida Statutes regarding public construction works.

C. Design and Engineering Services
1. The Chief Procurement Officer, in consultation with the Vice President or Senior Vice President responsible for design and engineering services, shall have the discretion to select one of the following project delivery methods for design and engineering projects:
   a. Request for Qualifications;
   b. Design-Build:
   c. Equitable Distribution Pool;
   d. Small purchases in accordance with this Regulation
2. The Chief Procurement Officer, in consultation with the Vice President or Senior Vice President responsible for design and engineering services and the County Attorney's Office, shall develop specifications and procedures for the project delivery methods to be undertaken by the Trust. In additions, the Trust may procure the services through the use of the County's Equitable Distribution Pool, subject to applicable dollar thresholds for those programs.
3. The Trust shall adhere to the requirements of Section 287.055 of Florida Statutes (the "Consultants' Competitive Negotiation Act") in the procurement of all services covered by such act.

D. Sales Tax Exemption Program for County Construction Contracts
1. Applicability. "Sales Tax Exemption Program," Section 2-10.7 of the Miami-Dade County Code, as amended, shall apply to construction contracts solicited and awarded by the Trust. The term "County" shall include the Public Health Trust.
2. Administration of Ordinance. In Sections (b) and (c) of Section 2-10.7, substitute: "Chief Procurement Officer" for "Mayor or County Mayor"; and "Board of Trustees" for "Board of County Commissioners."

VII. Waiver of Formal Competition

A. Non-Competitive Procurement
1. A contract may be awarded without competitive bids or proposals in accordance with this Section. A bid waiver is appropriate when the Chief Procurement Officer, after conducting a review of available sources, determines in writing, pursuant to a written request from a Senior Vice President or Vice President setting forth the justification for a bid waiver, that a waiver of competitive bids is in the best interest of the Trust. The Chief Procurement Officer, with the assistance of affected departments, shall conduct negotiations, as appropriate, as to price, delivery and terms. The Director, Responsible Purchasing or designee, shall advise the Chief Procurement Officer as to whether Small Business Enterprise Goods and/or Services goals shall be applied to any non-competitive procurement in excess of $100,000. Competitive bids may be waived when determined to be in the best interest of the Trust and include, but are not limited to the situations set forth below:
   a. There is only one source for the required supply, good, service or construction item;

b. A Physician or Clinical Professional requests a specific item or service without which the patient care cannot be rendered successfully.
c. A supply or service has become of standard use throughout the Trust; or
d. Non-competitive contracts awarded by Public Procurement Units

2. Determination. The Chief Procurement Officer or designee may reject any incomplete or insufficient justification. The Chief Procurement Officer shall make a written determination as to whether the procurement shall be made using sole source, bid waiver or proprietary specifications after conducting a review of available goods or services. The written determination shall be included in any award recommendation to the CEO and Board.
3. The Board. All non-competitive contracts of $250,000 or more shall be submitted to the Board for approval.

B. Emergency Procurement
1. The CEO, or CEO's designee, Chief Procurement Officer, or any Senior Vice President or Vice President of the Trust may make or authorize others to make Emergency Procurements subject to the following provisions:
a. The Emergency Procurement shall be limited to those goods, services or construction items necessary to meet the immediate emergency;
b. Approval by the Trust's Executive CFO and COO shall be required for all non-excluded emergency requests under $500,000;
c. Approval by the Trust's Executive CFO and CEO or CEO's designee shall be required for all emergency requests over $500,000;
d. Whenever practicable, approval by the Chief Procurement Officer shall be obtained prior to the procurement;
e. Emergency Procurements shall be made with such competition as is practicable under the circumstances;
f. Whenever possible, prior to the initiation of an Emergency Procurement, the head of the using department shall submit to the Chief Procurement Officer a purchase request for the goods, services or construction needed along with a written determination as required by this Regulation. Should time preclude a written request and determination, the head of the using department shall make every reasonable effort to immediately advise the Procurement Management Department of the emergency by telephone, or e-mail;
g. The Procurement Management Department shall be notified of the emergency in writing with the required emergency justification and requisition as soon as possible, but not more than seven (7) Business Days after the initial action;
h. To the extent practicable, Finance shall certify the availability of budgeted funds prior to award. Where time or circumstances preclude advance approval, Finance shall be notified of the Emergency Procurement within seven (7) Business Days.
2. All Emergency Procurements of $250,000 or more shall be submitted to the Board for ratification as soon as possible following the procurement.
3. Notwithstanding any provision of this section to the contrary, Emergency Procurements initiated by the Executive Office under $100,000 shall remain excluded from this regulation pursuant to Section II(B)(2)(w).

C. Architectural, Engineering and Other Services Covered by the Consultants' Competitive Negotiation Act
1. Contracts for the purchase of services covered under Section 287.055, which exceed the thresholds set forth in the Statute requiring competitive negotiation, shall be exempt from compliance under those requirements only where a valid pubic emergency is declared by the CEO, or CEO's designee, of the Trust.

VIII. Process

A. Purchase Requisitions
   1. Except as otherwise authorized in this Regulation, all purchases excluding Release Orders to term contracts shall be made by submission of a requisition to the Procurement Management Department. Prior to submission, requisitions shall be approved as follows:
      a. All requisitions shall be approved by the head of the department initiating the requisition.
      b. All requisitions of $25,000 or more shall be approved by the responsible Vice President.
      c. All requisitions of $100,000 or more shall be approved by the responsible Executive/Senior Vice President and/or Chief Operating Officer.
      d. All requisitions of $3,000,000 or more shall be approved by the responsible Executive Vice President.
      e. All funds required for the purchase of goods and services will be committed and allocated for a specific requisition. Allocated funds will be verified by Finance and once an award is made, the funds may be encumbered by the User Department for ordering the awarded products or services.

B. Responsibility of Bidders and Offerors
   1. Before award of a contract, the Trust must be satisfied that the prospective contractor is responsible. Factors to be considered in determining contractor responsibility include:
      a. Availability of the appropriate financial, material, equipment, facility and personnel resources and expertise, or the ability to obtain them, necessary to indicate its capability to meet all contractual requirements;
      b. A satisfactory record of performance with the Trust and Miami-Dade County;
      c. A satisfactory record of integrity; and
      d. Qualified legally to contract with the Trust.
   2. The prospective contractor shall supply information requested by the Procurement Officer concerning responsibility within a reasonable time period as established by the Procurement Officer. If such contractor fails to supply the requested information in a timely manner, the Procurement Officer may consider such failure in the determination of responsibility and shall base the determination of responsibility upon any available information or may find the prospective contractor non-responsible if such failure is unreasonable.
   3. If a bidder or offeror who otherwise would have been awarded a contract is found non-responsible, the Chief Procurement Officer shall issue a written determination of non-responsibility setting forth the basis of the finding which may include a contractor's failure or refusal to supply any requested information or documentation.

C. Selection Committees
   1. Selection committees shall be utilized for the evaluation of statements of qualifications, technical offers, and proposals in competitive procurement processes of the Trust.
   2. The Chief Procurement Officer shall, in his or her discretion, appoint selection committees comprised of three, five or seven voting members. The chairperson of the selection committee shall be an additional non-voting member from the professional procurement staff of the Procurement Management Department. Any selection committee formed to evaluate a response to a Request for Proposals or Request for Qualifications for construction with a Small Business Enterprise-Construction selection factor goal shall include a voting representative from the Miami-Dade County Internal Services Department, Division of Small Business Development.

3. The Chief Procurement Officer may appoint alternate or substitute members to a selection committee as the Chief Procurement Officer deems necessary. The Chief Procurement Officer may also allow a selection committee to operate with a reduced number of voting members when appointed members are unavailable to serve and the appointment of alternate members would in his or her discretion compromise or unreasonably delay the procurement process.
4. The Procurement Management Department will provide appropriate instructions and training regarding the roles and responsibilities of selection committee members, including applicable laws, policies and regulations.
5. Performance of Selection Committees
   a. Prior to serving on the selection committee, each member shall execute a Conflict of Interest Certification Form.
   b. Selection committees may, through and with the consent of the Procurement Officer, solicit expert advice from other Trust staff, County Attorney's Office and outside experts in their deliberations.
   c. "Taping of Selection Committee and Negotiation Committee Proceedings Required," Section 2.8.1.1.1 of the Miami-Dade Code, as amended, shall apply to selection committee meetings.

D. Pre-qualification
1. Prospective bidders or offerors may be pre-qualified for particular types of goods, services or construction. The method of submitting pre-qualification information shall be determined by the Chief Procurement Officer. Such pre-qualification, however, is subject to subsequent review and does not necessarily constitute a finding of responsibility for any particular contract award nor does it guarantee an amount to be awarded.

E. Cancellation of Invitations to Bid or Requests for Proposals
1. An Invitation to Bid, a Request for Proposals, or other solicitation may be canceled, or any or all bids or proposals may be rejected in whole or in part as may be specified in the solicitation, when it is in the best interests of the Trust.
2. When bids or proposals are rejected, or a solicitation canceled after bids or proposals are received, the bids or proposals that have been opened shall be retained in the procurement file. If unopened, a photocopy of the outside of the envelope shall be retained in the procurement file, and the bid or proposal returned to the bidder or offeror.
3. Cancellation of any solicitation, and the rejection of all bids or proposals, at any time, shall not be subject to protest.

F. Electronic Commerce
1. The Trust may, to the fullest extent permitted by law, conduct procurement transactions by electronic means or in electronic form including, but not limited to, the advertising and receipt of competitive sealed bids, competitive sealed proposals, competitive sealed qualifications, informal proposals, and informal quotations.
2. The Trust may award contracts for goods and non-professional services by reverse auction. During the bidding process, bidders' prices are revealed and bidders shall have the opportunity to modify their bid prices for the duration of the time period established by the solicitation. Award shall be made to the lowest responsive, responsible bidder. The Trust shall be entitled to rely on Electronic Signatures to the fullest extent permitted under law.

G. Unauthorized Purchases
1. An unauthorized purchase is a purchase or commitment of funds by an employee that does not have the authority to do so, or a purchase or commitment of funds by an authorized employee but not in accordance with applicable law and this Regulation.
2. Unauthorized purchases shall be subject to the following:
   a. Payment for any unauthorized purchased may be deemed the personal responsibility of the employee that made the purchase or commitment;
   b. The employee may be subject to disciplinary action up to and including termination; and
   c. The department director and vice president having responsibility over the unauthorized purchase shall provide a complete written justification for the unauthorized purchase to the Executive VP CFO and to the Executive VP COO for unauthorized purchases to include disciplinary action taken, if appropriate, and the corrective action(s) taken to prevent recurrence.
   d. Purchase Orders or Contracts will not be provided to vendors as a result of an unauthorized purchase, payment for these offenses will be directly paid by the Accounts Payable Department after approval by the Executive VP CFO and Executive VP COO, as indicated in the paragraph above.
3. Unauthorized purchases in amounts exceeding staff's delegated authority may be terminated or, if lawful and in the best interest of the Trust, ratified by the Trust.

IX. Legacy Systems

The purchase of licenses, support, maintenance, upgrades and necessary expansions of Legacy Systems shall not be subject to the requirements of this Regulation relating to competitive processes. Any such purchase shall be subject to the reporting requirements of this Regulation.

X. Bid Protests

A. Purpose
1. Protest provisions enhance the accountability of the procurement process by highlighting and correcting mistakes and misconduct. The protest process must not, however, interfere with the prompt and efficient acquisition of goods and services needed by the Trust which delivers critical health care to the citizens of this community.
2. To balance these interests, it is the policy of the Trust to provide a mechanism for disappointed bidders or offerors to protest the procurement decisions of the Trust only in strict accordance with the protest provisions set forth in this Section.

B. Process
1. A bid protest may be filed only by an interested party. An interested party shall be any bidder or offeror whose direct economic interest would be affected by the award of the contract or by failure to award the contract in accordance with the intent to award announced by the Trust.
2. Decisions to reject all bids or offers shall not be subject to bid protests. No protest shall be considered of any question, issue, disagreement arising from the published requirements, terms, conditions and processes. Bidders and offerors are invited to submit those objections set forth in the preceding sentence in advance of the deadline for submitting bids or proposals and otherwise in accordance with the published solicitation documents.

3. A protest must be filed with the Chief Procurement Officer, or designee, as outlined in the solicitation, within five (5) Business Days of the Trust's posting of a recommendation of award. The protest must:
   a. Identify the contract and the solicitation or contract number;
   b. Set forth a detailed statement of the legal and factual grounds of protest, including copies of relevant documents;
   c. Establish that the protester is an interested party making a timely bid protest of matters subject to protest;
   d. State the relief requested; and
   e. Be accompanied by the filing fee set forth in this Section.
   f. Each solicitation shall outline the manner in which a valid protest shall be filed.
4. Any protest that fails to comply with these requirements may be summarily rejected by the Chief Procurement Officer, except that a protest may be supplemented by the addition of relevant documents that may have been obtained by the protestor subsequent to the filing of the protest by public records requests. The Chief Procurement Officer, or designee, shall note the time and date of receipt of the protest and shall notify all participants in the competitive process of the filing of a protest.
5. For all contracts awarded under the delegated authority of the Chief Procurement Officer, the Chief Procurement Officer shall consider the protest raised prior to making a contract award. In the event the Chief Procurement Officer determines in his or her sole discretion that the conduct of a hearing is appropriate to the resolution of the issues raised in the protest, he or she shall establish a time and date for the hearing and notify all participants in the competitive process. The hearing shall be conducted informally, presided by the Chief Procurement Officer, and shall not adhere to formal requirements of evidence. Any evidence may be considered which is of the type that individuals rely on in the conduct of serious business affairs. The conduct of a hearing shall in no event delay the award of a contract.
6. For all contracts awarded by the Board, the Chief Procurement Officer shall transmit to the Board the protest, and the written recommendation of the Chief Procurement Officer and the Chief Executive Officer of the Trust addressing the issues raised in the protest. In the event that the Chief Procurement Officer or Chief Executive Officer of the Trust determine in his or her respective discretion that the conduct of a hearing is appropriate to the resolution of the issues raised in the protest, he or she shall establish a time and date for the hearing and notify all participants in the competitive process. The hearing shall be conducted informally and shall not adhere to the formal requirements of evidence. The conduct of a hearing shall in no event delay the award of a contract. The Board may, but shall not be required, to allow presentations by the protestor and other interested parties in connection with the award. Such presentations shall in any event be limited to the matters raised in the written protest and shall not exceed ten minutes per side.

C. Fee Schedule

As a condition of filing a protest in accordance with this Section, the following fees shall be paid:

Estimated Contract Amount	Filing Fee
$10,000 - $100,000	$500
$100,000 - $250,000	$1,000
$250,000 - $1,000,000	$2,000
Over $1,000,000	$5,000

XI. XI. Reports

Initiation of Transactions. All contracts, renewals, change orders, contract modifications, or other items requiring the approval of the Board pursuant to this Regulation shall be initiated and approved by the Chief Procurement Officer before presentation to the Board.

CEO, or CEO's designee. All transactions to be submitted to the Board for consideration are subject to the review and approval of the CEO, or CEO's Designee.

A. Purchasing Report
   1. All items which require approval by the Board pursuant to this Regulation shall be presented to the Committee of the Whole as items in the "Purchasing Report" unless otherwise determined to be in the best interest of the Trust by the CEO, or designee.
      a. The Purchasing Report shall contain the following sections:
         i. Competitive Award [Threshold $5,000,000]:
            - Invitations to Bid
            - Requests for Proposals
            - Cooperative Purchases
         ii. Group Purchasing Organization [Threshold $5,000,000]
         iii. Waiver of Formal Competition [Threshold $250,000]
            - Non-Competitive
            - Emergency
         iv. Contract Renewals:
            - Competitively Solicited Contracts [Threshold – $5,000,000]
            - Non-Competitively Solicited Contracts [Threshold $250,000]
         v. Change Orders and Contract Modifications
         vi. Basic Affiliation Agreement Issues
         vii. Standardization Approval Requests
         viii. Delegated Authority. All contracts awarded under the authority delegated to the Chief Executive Officer and Chief Procurement Officer under this Regulation for the applicable period shall be reported. Small purchases under ten thousand dollars ($10,000) shall not be reported.
      b. Each agenda item on the Purchasing Report shall include:
         i. The requisition and/or solicitation number, as appropriate;
         ii. The requesting department and responsible Vice President;
         iii. Proposed awardee(s);
         iv. Proposed contract amount by fiscal period and total aggregate amount (for example,"$500,000 per year for three years; total contract amount $1,500,000")
         v. Short explanation justifying the purchase and stating the rationale for the source selection method. The award or renewal of a non-competitive contract shall require a written recommendation by the CEO, or CEO's designee, that the waiver of competitive bidding is in the best interests of the Trust.
         vi. Third party price analysis results for non-competitively solicited contracts, as appropriate;
         vii. Compliance with applicable Small Business Enterprise requirements; and
         viii. Identification of responsible Vice President concurring with recommendation for award or renewal of the contract.
   2. The sections or content of the Purchasing Report may be revised as necessary upon request of the Committee of the Whole or by the CEO or designee.

B. Other Procurement Reports.
1. Procurement maintains reports which may include, but shall not be limited to the following:
   a. Purchase Order Log,
   b. Contract performance evaluations
   c. Small Business Enterprise (SBE) activity review
   d. Registered vendor listing
   e. Savings tracking
   f. Contract award summary sheets,
   g. Procurement performance indicators
   h. Listing of monthly completed projects
   i. Monthly non-competitive contract awards under the Chief Procurement Officer's authority
   j. Monthly competitive contract awards under the Chief Procurement Officer's authority
2. The Chief Procurement Officer shall submit a monthly report to the Committee of the Whole listing all purchase orders and contracts in excess of the Small Purchase amounts, as specified in this Regulation, awarded or renewed during the prior calendar month which were not subject to approval by the Board. Each purchase order or contract listing shall include the vendor name, description, using department and responsible Vice President, contract number, contract date, value, term, and procurement method/basis for award.
3. The Chief Procurement Officer shall also submit a monthly report to the Committee of the Whole as follows:
   a. A listing of all awarded purchase orders and contracts for Legacy Systems, as specified in this Regulation

C. Notices
1. Notice of Recommended Award. Excluding emergency procurements as defined in this Regulation, a notice of recommended award shall be posted for all contract awards, competitive or non-competitive, in excess of the Small Purchase amount as specified in this Regulation for a period of five (5) Business Days prior to either:
   a. Award by the Chief Procurement Officer; or
   b. Consideration by the Board or its designated committee(s).

PART B. Contracts and Contract Administration

XII. Contracts

A. Contract Award
1. The Board shall award:
   a. All contracts of $5,000,000 or more;
   b. All contracts resulting from a Waiver of Formal Competition of $250,000 or more, which shall require a finding that the waiver of competitive bidding is in the best interests of the Trust, and a two-thirds affirmative vote of the members present for approval; and
   c. All contracts resulting from the Trust's participation in a Group Purchasing Organization of $5,000,000 or more, which shall require a finding that the utilization of a Group Purchasing Organization contract is in the best interests of the Trust, and a two-thirds affirmative vote of the members present for approval.
2. The Chief Procurement Officer may award:
   a. Any purchase order or contract less than $5,000,000;

b. Any contract resulting from a Waiver of Formal Competition less than $250,000; and
c. All contracts resulting from the Trust's participation in a Group Purchasing Organization less than $5,000,000; and
d. All contracts resulting from the Trust's accessing of Miami-Dade County awarded contracts.

B. Written Contract
1. The material terms of a contract must be reduced to writing, and except in extraordinary circumstances, executed by the vendor, prior to award of the contract by either the Board or Chief Procurement Officer. In the event that extraordinary circumstances exist that prevent prior execution of the proposed contract by the vendor, a memorandum duly executed by the Chief Procurement Officer shall accompany the proposed contract, explaining the extraordinary circumstances preventing prior execution by the vendor and why it is in the best interest of the Trust to consider the proposed contract for award notwithstanding the absence of the vendor's executed contract.
2. If the Trust has issued a solicitation for the contract, the solicitation and the bid or proposal submitted in response shall constitute the material terms of the contract, subject to modification pursuant to this Regulation.
3. If the Trust is utilizing either a cooperative purchasing agreement or a Group Purchasing and Facilities Organization contract, the material terms of the contract are included in the master agreement with the sponsoring organization.
4. In lieu of a written contract, the Chief Procurement Officer may authorize the use of a purchase order for certain types of procurements, including but not limited to those utilizing small purchase orders.
5. Based on the amount, complexity or unusual circumstances, the Chief Procurement Officer shall determine the contracts that are referred to the County Attorney's Office for review and approval prior to award.

C. Contract Renewal/Extension
1. Renewal of Competitively Solicited Contracts.
a. The Board is the approving authority for the renewal of any contract awarded by competitive solicitation when:
i. The total value of the contract is $5,000,000 or more and the initial Board approval did not authorize the Chief Procurement Officer to approve subsequent renewal option(s); or
ii. The value of the renewal causes the total value of the contract to exceed $5,000,000.
b. The Chief Procurement Officer may approve any renewal or extension of any Competitively Solicited contracts, provided the Board approved original contract.
2. Renewal of Non-Competitive Contracts.
a. The approving authority for the renewal or extension of any non-competitive contracts is as follows:
i. The Board when the total value of the contract, including the renewal, is $250,000 or more.
ii. The Chief Procurement Officer, for validated sole source contracts only, when the Board approved the original contract.
iii. The Chief Procurement Officer when the estimated total value of the contract, including the renewal, is less than $250,000.
3. Contract Extension
a. In addition, the Chief Procurement Officer is authorized to award one extension or renewal per contract, which extension or renewal would otherwise be required to be

approved by the Board, where necessary to continue a source of necessary goods or services and new or replacement contracts are not available prior to the contract expiration date.

b. Such extension or renewal shall be awarded prior to the expiration of the contract, not exceed one hundred eighty (180) calendar days beyond the last authorized term, and contain a prorated dollar authorization.

D. Change Orders and Contract Modifications, including Renewals

1. Chief Procurement Officer. The Chief Procurement Officer may approve and execute change orders and contract modifications for goods and services, including professional services, and for the construction of public improvements within the scope of an existing award when:
   a. The original contract did not require approval of the Board and the aggregate total of change orders and/or contract modifications does not increase the total value of the contract to an amount which would have required approval by the Board of the original contract;
   b. For goods and services, including professional services, the aggregate total of change orders and/or contract modifications does not increase the total value of the contract as awarded by the Board by more than forty percent (40%) or $4,000,000, whichever is less.
   c. For the construction of public improvements, the aggregate total of change orders and/or contract modifications does not increase the total value of the contract as awarded by the Board by more than forty percent (40%) or $6,000,000, whichever is less.
   d. Term Contracts. When a term contract is awarded on the basis of estimated quantities or utilization, to the extent that the increase in the total estimated contract value is due exclusively to increased utilization, said increase is exempt from the limitations in Subsection 1(b) and 1(c) of this Section. Provided adequate funds are available, the Chief Procurement Officer or designee may execute any change orders or contract modifications necessitated by said increased utilization, including authorizing other Trust departments to participate in said contract.

E. Contract Termination

1. The Chief Procurement Officer may terminate a contract for convenience or default in accordance with the terms of the contract.
2. The Chief Procurement Officer shall issue a written determination stating the reasons for the termination.

F. Contract Execution

1. Board Approval. The CEO or designee shall execute, on behalf of the Trust, all contracts, contract renewals, change orders, contract modifications and other documents which this Regulation requires the Board to approve.
2. Chief Procurement Officer Approval. The Chief Procurement Officer or designee may execute, on behalf of the Trust, all contracts, contract modifications and other documents which this Regulation authorizes the Chief Procurement Officer to approve.
3. Using Department Employees. Employees in using departments may execute Release Orders only to the extent that authority has been delegated by the Chief Procurement Officer.

XIII. Specifications

A. Preparing Specifications
   1. The Chief Procurement Officer shall prepare, issue, revise, maintain and monitor the use of specifications for goods, services and construction required by the Trust.

B. Value Analysis Team
   1. The Chief Procurement Officer shall establish a Value Analysis Team (VAT) that supports the purchasing process with an objective evaluation of goods and equipment – existing, new or upgraded – based upon quality patient outcomes, safety and cost effectiveness rather than personal preference.
   2. Value Analysis Program. The Chief Procurement Officer shall establish, with the approval of the CEO, or CEO's designee, a system-wide Trust policy describing the Value Analysis Program, led by the VAT, including program structure and operational features.

XIV. Risk Management

A. Bid Security
   1. Bid security shall be required in the amount and in the form which the Chief Procurement Officer determines in his or her discretion to be necessary to protect the investments of the Trust.
   2. A vendor's failure to provide bid security in the form set forth in the solicitation shall only be waived when allowed by law.

B. Performance and Payment Bonds
   1. Contract performance and payment bonds shall be required on all Trust construction contracts in accordance with Section 255.05, Florida Statutes, Bond of Contractor Constructing Public Buildings; Form; Action by claimants, as amended. Nothing herein shall prevent the requirement of such bonds on construction contracts under the statutory threshold amounts when circumstances warrant.

C. Indemnification
   1. All Trust solicitation and contract documents shall include indemnification provisions approved by Risk Management, subject to review by the County Attorney for legal sufficiency.
   2. Standard Indemnification Clauses. The Chief Procurement Officer, in consultation with Risk Management and the County Attorney's Office, may establish standard indemnification clauses to be used in various types of solicitation documents, contracts and purchase orders.

D. Insurance Requirements
   1. The Chief Procurement Officer with the concurrence of Risk Management and the County Attorney's Office may establish insurance requirements to be included in contract specifications.

XV. Authority to Debar or Suspend

A. Authority to Debar or Suspend
   1. After reasonable notice to an actual or prospective contractor, and after reasonable opportunity for said person to be heard, the Chief Procurement Officer, after consultation

with the County Attorney's Office, shall have authority to debar or suspend an actual or prospective contractor for cause from consideration for award of contracts. The serious nature of debarment requires that this sanction be imposed only when it is in the public interest for the Trust's protection, and not for purposes of punishment. The debarment shall be for a period of not more than five (5) years.

2. The Chief Procurement Officer, after consultation with the County Attorney's Office, shall also have the authority to suspend an actual or prospective contractor from consideration for award of Trust contracts if there is probable cause for debarment, pending the debarment determination. The suspension shall be for a period of ninety (90) calendar days or until a final determination with respect to debarment is made, whichever is sooner. The Chief Procurement Officer may extend the suspension for up to three additional thirty (30) calendar day periods.

B. Causes for Debarment or Suspension
   1. Causes for debarment or suspension include the following within the three (3) years prior to the decision to suspend or debar:
   2. Conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or incident to the performance of such contract or subcontract;
   3. Conviction under state or federal statutes of embezzlement, theft, forgery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty;
   4. Conviction under state or federal antitrust statutes arising out of submission of bids or proposals;
      a. Violation of contract provisions, as set forth below, of a character which the Chief Procurement Officer determines to be so serious as to justify debarment action:
         i. Failure without good cause to perform in accordance with the specifications, terms and conditions or within the time limit provided in any contract with the Trust or Miami-Dade County; or
         ii. A recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts, provided that the failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for debarment;
   5. For violation of the ethical standards set forth in Florida Statutes, Miami-Dade County Ordinance or Section XVII. (Ethics) of this Regulation; or
   6. Any other cause the Chief Procurement Officer determines to be so serious and compelling as to affect responsibility as a Trust contractor, including debarment by another governmental entity.

C. Suspension
   1. Upon written determination by the Chief Procurement Officer that probable cause exists for debarment, a contractor or prospective contractor shall be suspended. A notice of the suspension, including a copy of such determination, shall be sent to the suspended contractor or prospective contractor by certified mail, return receipt requested, or by any other method that provides evidence of receipt. Such notice shall state that:
      a. the suspension is for the period of time it takes to complete an investigation into possible debarment, including any appeals of a debarment decision, but not for a period in excess of one hundred eighty (180) calendar days; and
      b. bids or proposals will not be solicited from the suspended person, and, if they are received, they will not be considered during the period of suspension.

D. Request for Hearing
1. A contractor or prospective contractor that has been notified of a suspension and/or a proposed debarment action may request in writing that a hearing be held.
2. Such request must be received by the Chief Procurement Officer within ten (10) calendar days of receipt of notice of the proposed action. If no request is received within the time period allowed, a final decision may be made as set forth in Paragraph F (Decision) of this Subsection and the right to a hearing and all appeals are deemed waived.

E. Hearing
1. If a hearing is timely requested by a contractor, the Chief Procurement Officer shall send a written notice of the time and place of the hearing by certified mail, return receipt requested, or by any other method the provides evidence of receipt, and shall state the nature and purpose of the proceedings.
2. The Chief Procurement Officer shall act as the hearing officer. Alternatively, the Chief Procurement Officer, at his/her own discretion, may appoint an independent hearing officer whose qualifications shall include the designation of Certified Public Procurement Officer (CPPO) or equivalent designation. The hearing officer shall be compensated on a market basis plus reimbursement of travel and other direct expenses.
3. Hearings shall be as informal as may be reasonable and appropriate under the circumstances and in accordance with applicable due process requirements. The hearing officer shall submit written findings and recommendation to the Chief Procurement Officer.

F. Decision
1. The Chief Procurement Officer shall issue a final written decision stating the reasons for the action taken. If a hearing was conducted by a hearing officer, the Chief Procurement Officer shall also consider the findings and recommendation of the hearing officer in arriving at a decision.
2. A copy of the decision shall be provided promptly to the affected person(s), with a copy to the Department of Small Business Development of Miami-Dade County. A decision of an issue of fact shall be final and conclusive unless arbitrary, capricious, fraudulent or clearly erroneous.

G. Appeal
1. Any person receiving an adverse decision may appeal in writing to the Board within ten (10) calendar days from receipt of the decision.

H. Debarment by Other Public Entities
1. Any contractor debarred by the following public entities shall also be debarred by the Trust without additional review:
   a. In accordance with Subsection 10-38(g)(3) of the Miami-Dade County Code, “A contractor’s debarment shall be effective throughout county government.”
   b. The United States Government or any agency thereof; or
   c. The State of Florida or any agency thereof.

I. Maintenance of List of Debarred and Suspended Persons
1. The Procurement Management Department shall maintain a list of debarred and suspended persons.
2. All Trust departments are barred from making any purchases from any debarred or suspended person.

XVI. Socio-Economic Programs

A. Small Business Enterprise Goods and Services Programs

1. Applicability. "Small Business Enterprise Services Program", Section 2-8.1.1.1.1, and "Small Business Enterprise Goods Program", Section 2-8.1.1.1.2, ("SBE-GS") of the Miami-Dade County Code, as amended, and Implementing Order No. 3-41 promulgated thereunder, shall apply to procurements solicited and contracts awarded by the Trust. The Small Business Enterprise ("SBE") Program shall apply to all Trust contracts for the purchase of goods and services, including Professional Services other than architectural, engineering, architectural landscape and land surveying professional services governed by Section 287.055, Florida Statutes, as amended. The SBE-GS Program shall not apply to construction; leases or rental of real property; licenses and permits; concessions; franchise agreements; and contracts for attorney and/or legal services; and contracts for investment banking services.
2. Administration of Ordinance. In Subsections (3)(c), (3)(d) and (3)(j) of Section 2.8.1.1.1.1 and 2-8-1.1.1.2, substitute:
   a. "Chief Procurement Officer" for "County Mayor"; and
   b. "Board of Trustees" for "County Commission."
   c. The Chief Procurement Officer shall delegate authority to a designee ("Director, Responsible Purchasing")" to apply SBE contract measures.
   d. The Director, Responsible Purchasing, will make recommendations to the Chief Procurement Officer regarding SBE contract measures. The Chief Procurement Officer may accept, reject, modify or otherwise alter the SBE recommendation prior to issuance of the solicitation.
   e. The Director, Responsible Purchasing, shall submit a quarterly report to the Chief Procurement Officer of all SBE measures applied.
3. Management and Technical Assistance Program. In accordance with Section II (Management and Technical Assistance Program) of Miami-Dade County Implementing Order No. 3-41, Miami-Dade County's Strategic Procurement Department will provide management and technical assistance and community outreach to certified SBEs performing as vendors and providing goods and/or services to the Trust.
4. Bonding and Financial Assistance Program. In accordance with Section III (Bonding and Financial Assistance Program) of Miami-Dade County Implementing Order No. 3-41, Miami-Dade County's Strategic Procurement Department will administer the Bonding and Financial Assistance Program.
5. Certification. In accordance with Section IV (Certification) of Miami-Dade County Implementing Order No. 3-41, Miami-Dade County's Strategic Procurement Department is responsible for certifying, decertifying and re-certifying applicants for the SBE Program. The Trust shall refer all SBE applicants to the Strategic Procurement Department.
6. Joint Ventures. In accordance with Section V (Joint Ventures Bidding on Contracts with SBE Measures) of Miami-Dade County Implementing Order No. 3-41, joint ventures bidding on contracts with SBE measures must be approved by Miami-Dade County's Strategic Procurement Department prior to submission of the bid or proposal.
7. Application of Contract Measures.
   a. Set-Asides. When there are at least three available SBEs capable of performing the contract, the Chief Procurement Officer may determine it is in the best interest of the Trust to waive full and open competition and set-aside the contract for competition between certified SBEs. The requirement for public notice of the solicitation is waived; however, the provisions of the Cone of Silence pursuant to Subsection 2-11.1(t) of the Miami-Dade County Code shall be imposed upon issuance of the solicitation.

b. Subcontractor Goals. Subcontractor goals may be applied to a contract based on estimates made prior to bid advertisement of the quality, quantity and type of subcontracting opportunities provided by the contract and the availability of at least three (3) SBEs capable of performing such work.
c. Bid Preference. For contracts less than $100,000, the provisions of Sections 2-8.1.1.1.1 (3)(b) and 2-8.1.1.1.2(3)(b) shall apply, as amended. A ten percent (10%) bid preference shall apply to contracts of $100,000.01 to $1,000,000 and a five percent (5%) bid preference shall apply to contracts greater than $1,000,000 that are not set- aside. The preference shall be used for bid evaluation and shall not affect the contract price. Preferences shall be applied to the bid price of bidders that are SBEs and Joint Ventures with at least one SBE.
d. Selection Factor. Any offeror that is an SBE, or a joint venture with an SBE, shall be accorded a selection factor equal to ten percent (10%) of the evaluation points scored on the technical (non-price) portion of such offeror's proposal in response to a Request for Proposals.

8. Contracts $100,000 or less
   a. Within the fiscal year, the Trust shall expend with SBE firms one hundred (100) percent of the total value of contracts one hundred thousand dollars ($100,000.00) or less for goods and services. The departmental requirement shall be complied with unless the Director, Responsible Purchasing, determines that there is either not enough capacity, or the contract(s) can only be handled by a non-SBE firm. In the event the Director, Responsible Purchasing, determines that there are less than three (3) available SBE's capable of performing the contract, or a portion thereof, the Director, Responsible Purchasing, shall advise the responsible Procurement Officer to proceed to issue the contract solicitation without an SBE "set-aside" or "subcontractor goal" but with the appropriate SBE "bid preference" or "selection factor".
   b. The Chief Procurement Officer shall determine, in consultation with the using department and the Director, Responsible Purchasing, when feasible, appropriate contract measures, if any, on non-competitive and emergency procurements made pursuant to this Regulation.
   c. Certified Small Business Enterprises. Miami-Dade County's Strategic Procurement Department maintains a list of certified Small Business Enterprises, searchable by NIGP and NAICS Commodity Code, on its website: https://mdcsbd.gob2g.com/frontend/searchcertifieddirectory.asp
9. Small Business Enterprise Program Management
   a. The Procurement Management Department may periodically review user department compliance with Small Business Enterprise utilization requirements. The Chief Procurement Officer may initiate appropriate remedial action regarding any Trust department who is determined non-compliant.
   b. The Procurement Management Department shall submit quarterly reports to Miami-Dade County's Strategic Procurement Department regarding Small Business Enterprise utilization.
10. Bidder or Offeror's Responsibility Where an SBE Subcontractor Goal is Applied
    a. Solicitation documents to which an SBE subcontractor goal is applied shall require bidders or offerors to submit a signed Schedule of Intent Affidavit (SOI) or a signed Certification of Assurance (COA) form at the time of bid or proposal submission identifying all SBEs to be utilized to meet the SBE subcontractor goal. Each SOI or COA shall be in writing and shall specify the type of goods or services the SBE is to provide and the price the SBE is to be paid therefore.

11. Pre-Award Compliance Review
    a. Defects. The Procurement Officer shall review bids or proposals for compliance with the SBE requirements and notify the bidder or offeror in writing of any defects. The bidder or offeror shall have two (2) business days from the date of receipt of the written notice to cure correctable defects.
    b. Correctable defects may include, but are not limited to, the SBE percentage not properly indicated, the prime or subcontractor's failure to sign the subcontract agreement, or calculation errors. Failure to cure the defect within the time allotted shall render the bid or proposal non-responsive.
    c. Determination. The Procurement Officer shall make a written determination as to whether each bid or proposal is compliant or non-compliant and, if non-compliant, the reasons therefor.
12. Post Award Compliance and Monitoring
    a. In accordance with Section XI (Post Award Compliance and Monitoring) of Miami-Dade County Implementing Order No. 3-41, Miami-Dade County's Strategic Procurement Department and the Trust's Responsible Purchasing Unit, as applicable, shall monitor and enforce the compliance of suppliers with SBE Program requirements.
13. Contractual Sanctions
    a. In accordance with Section XII (Contractual Sanctions) of Miami-Dade County Implementing Order No. 3-41, bid and contract documents shall provide that, notwithstanding any other penalties or sanctions provided by law, a bidder's or Small certified firm's violation of or failure to comply with the Small Business Enterprise Program Ordinances and this Section of the Trust Procurement Regulation may result in the imposition of one or more of the following sanctions:
        i. The suspension of any payment or part thereof until such time as the issues concerning SBE compliance are resolved;
        ii. Work stoppage; and
        iii. Termination, suspension or cancellation of the contract in whole or in part.
    b. For Section XII (Contractual Sanctions) of Miami-Dade County Implementing Order No. 3-41:
        i. Substitute "Trust" for "County;" and
        ii. Substitute "Chief Procurement Officer" for "County Mayor."
14. Administrative Penalties Administrative penalties may be imposed in accordance with Section XIII (Administrative Penalties) of Miami-Dade County Implementing Order No. 3-41 or this Regulation.

B. Small Business Enterprise Construction Services Program
    1. "Small Business Enterprise Construction Services Program," Section 10-33.02 of the Miami-Dade County Code, as amended, and Implementing Order No. 3-22 promulgated thereunder, shall apply to procurements solicited and contracts awarded by the Trust for the purchase of construction services.
    2. Miami-Dade County's Strategic Procurement Department shall ensure appropriate construction measures are applied pursuant to this Section.

C. Small Business Enterprise Architecture and Engineering Program
    1. "Small Business Enterprise Architecture and Engineering Program", Section 2-10.4.01 of the Miami-Dade County Code, as amended, and Implementing Order No. 3-32 promulgated thereunder, shall apply to procurements solicited and contracts awarded by the Trust for applicable professional services.

2. Miami-Dade County's Strategic Procurement Department shall ensure appropriate construction measures are applied pursuant to this Section.

D. Preference to Local Business and Local Certified Veteran Business Enterprises in Trust Contracts
   1. Preference to Local Business
      a. Applicability
         "Procedure to Provide Preference to Local Business in County Contracts," Section 2-8.5 of the Code of Miami-Dade County, as amended, shall apply to procurements competitively solicited by the Trust. Except for construction contracts whose estimated cost is five million dollars ($5,000,000) or less which have been set aside solely for Community Small Business Enterprises in accordance with Subsection 2-8.5(7) of the Code of Miami-Dade County, as amended, preference to local business in Trust contracts shall apply to all competitive solicitations for goods, services and construction.
      b. Procedure
         Except where federal or state law, or any other funding source, mandates to the contrary, preference shall be given to local businesses in accordance with Section 2-8.5 of the Code of Miami-Dade County.
   2. Preference to Local Certified Veteran Business Enterprises
      a. Applicability
         "Procedure to Provide Preference to Local Certified Veteran Business Enterprises in County Contracts," Section 2-8.5.1 of the Code of Miami-Dade County, as amended, shall apply to procurements competitively solicited by the Trust. Except for construction contracts whose estimated cost is five million dollars ($5,000,000) or less which have been set aside solely for Small Business Enterprises in accordance with Subsection 2-8.5(7) of the Code of Miami-Dade County, as amended, preference to local certified Veteran Business Enterprises shall apply to all competitive solicitations for goods, services and construction.
      b. Procedure
         Except where federal, state or county law or any other funding source mandates to the contrary, preference shall be given to Local Certified Veteran Business Enterprises in accordance with Section 2-8.5.1 of the Code of Miami-Dade County.

E. Fair Subcontracting Practices
   1. "Fair Subcontracting Practices," Section 2-8.8 of the Miami-Dade County Code, as amended, shall apply to procurements solicited and contracts awarded by the Trust, subject to the following:
      a. The term "County" shall include the "Trust"; and
      b. Substitute "Chief Procurement Officer" for "County Mayor."

F. Responsible Wages and Benefits for County Construction Contracts
   "County Construction Contracts," Section 2-11.16 of the Miami-Dade County Code, as amended, and Implementing Order No. 3-24 promulgated thereunder, shall apply to construction contracts solicited and awarded by the Trust. The term "County" shall include the Public Health Trust.

G. Living Wage Ordinance
   1. Applicability. "The Living Wage Ordinance for County Service Contracts and County Employees," Section 2-8.9 of the Miami-Dade County Code, as amended, and

Administrative Order No. 3-30 promulgated thereunder, shall apply to Trust contracts with a total contract value of over $100,000 per year for the following services:

a. Food preparation and/or distribution;
b. Security services;
c. Routine maintenance services such as custodial, cleaning, refuse removal, repair, refinishing and recycling;
d. Clerical or other non-supervisory office work, whether temporary or permanent;
e. Transportation and parking services;
f. Printing and reproduction services; and
g. Landscaping, lawn and/or agricultural services.

2. Administrative Order. The following exceptions are made to Administrative Order No. 3-30:
   a. Purpose: The Division of Strategic Sourcing is responsible for ensuring that the living wage requirements are included in all applicable Trust contracts.
      i. Section IX.G.2. – Substitute “Chief Procurement Officer” for “County Mayor.”
      ii. Section XII.C. – “Chief Procurement Officer” may terminate the service contract upon a determination by the County Mayor.

H. Drug-Free Workplace
   1. “Drug-Free Workplace Requirements for Contractors and Entities Transacting Business with Miami-Dade County,” Section 2-8.1.2 of the Miami-Dade County Code, as amended, is hereby adopted by the Trust, subject to the following:
      a. The term “County” shall include the “Trust”; and
      b. Substitute “Chief Procurement Officer” for “County Mayor.”

I. Nondiscrimination

“Contracting, Procurement Bonding and Financial Services Activities,” Chapter 11A, Article VII of the Miami-Dade Code, as amended, and Administrative Order No. 3-23 promulgated thereunder, shall apply to all Trust contracts.

J. Community Workforce Program for County Construction Contracts
   1. “Community Workforce Program,” Section 2-1701 of the Miami-Dade County Code, as amended, and Implementing Order No. 3-37 promulgated thereunder, shall apply to construction contracts solicited and awarded by the Trust.
   2. The term “County” shall include the Public Health Trust.

K. Residents First Training and Employment Program for County Construction Contracts
   1. “Residents First Training and Employment Program,” Section 2-11.17 of the Miami-Dade County Code, as amended, and Implementing Order No. 3-61 promulgated thereunder, shall apply to construction contracts solicited and awarded by the Trust.
   2. The term “County” shall include the Public Health Trust.

XVII. Ethics

A. Regulation
   1. This Section is intended as complementary and in addition to applicable provisions of the following:
      a. Code of Ethics for Public Officers and Employees - Section 112, Part III, Florida Statutes, as amended.

b. "Conflict of Interest and Code of Ethics Ordinance," Section 2-11.1, Code of Miami-Dade County, as amended.

2. Remedies set forth herein are in addition to any sanctions or penalties that may be imposed by the provisions cited above.

B. Definitions

1. Definitions provided in the Miami Dade County's Conflict of Interest and Code of Ethics Ordinance shall apply and be made applicable to the Trust.
2. The term "employee" references in the Conflict of Interest and Code of Ethics Ordinance shall be applicable to Trust personnel who serve in comparable capacities to the County personnel it refers to.

C. General Standards of Ethical Conduct

1. General Ethical Standards for Employees. Any attempt to realize personal gain through Trust employment by conduct inconsistent with the proper discharge of the employee's duties is a breach of a public trust.
2. General Ethical Standards for Non-Employees. To achieve the purpose of this Section, it is essential that those doing business with the Trust observe the ethical standards prescribed herein. Any effort to influence any Trust employee to breach the standards of ethical conduct set forth Florida Statutes, Miami-Dade County Code or Public Health Trust Policies is a breach of ethical standards.

D. Conflict of Interest

1. Conflict of Interest. It shall be a breach of ethical standards for any employee to participate directly or indirectly in a procurement when the employee knows that:
   a. The employee or a relative of the employee has a financial interest pertaining to the procurement;
   b. A business or organization in which the employee or relative has a financial interest pertaining to the procurement; or
   c. Any other person, business, or organization with whom the employee or relative is negotiating or has an arrangement concerning prospective employment is involved in the procurement.
2. Discovery of Actual or Potential Conflict of Interest, Disqualification, and Waiver. Upon discovery of an actual or potential conflict of interest, an employee shall promptly file a written statement of disqualification with the Chief Procurement Officer and shall withdraw from further participation in the transaction involved. The employee may request or seek a conflict of interest opinion from the Miami-Dade County Commission on Ethics and Public Trust in accordance with Subsection 2-11.1(c)(4) of the Miami-Dade County Code. The Board, upon a two-thirds affirmative vote, may grant a waiver in accordance with the same Subsection.
3. Employee Conflict of Interest Certification Form. The following Trust employees shall complete, sign and submit the Conflict of Interest Certification Form, issued by the Chief Procurement Officer as Form G:
   a. All selection committee members, prior to serving;
   b. Any physician or other clinical professional who requests waiver of formal competitive bidding for a contract or purchase order due to a clinical preference; or
   c. Any Trust employee who requests the award of a contract or purchase order pursuant to Subsection VII.A. (Non-Competitive Procurement).
4. Contractor Conflict of Interest Certification Form. The supplier/contractor shall complete, sign and submit a Conflict of Interest Certification Form as follows:

a. Prior to the award of a non-competitive procurement (contract or purchase order), issued by the Chief Procurement Officer as Form H; and
b. Prior to any meeting in which either the "Pharmacy or Therapeutics" (P and T) Committee or the "Value Analysis Team" of the Trust considers a particular product for approval, issued by the Chief Procurement Officer as Form I.

5. Standing Committees. Any person serving as a member of the Trust's "Pharmacy and Therapeutics" (P and T) Committee or "Value Analysis Team," or any subcommittee or "team" thereof, shall complete, sign and submit the Conflict of Interest Certification Form, issued by the Chief Procurement Officer as Form J, prior to serving on said committee and not later than January 31, or such other date determined by the Chief Procurement Officer, of each subsequent calendar year.

E. Kickbacks

It shall be a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor, higher tier subcontractor or any person associated therewith, or relative of such contractors or subcontractors, as an inducement for the award of a subcontract or order.

F. Bids from Related Parties

1. Notwithstanding any other provision of the Procurement Regulation, where two (2) or more related parties each submit a bid or proposal for any contract, such bids or proposals shall be presumed to be collusive.
2. The foregoing presumption may be rebutted by presentation of evidence as to the extent of the ownership, control and management of such related parties in the preparation and submittal of such bids or proposals.
3. Related parties shall mean bidders or offerors or the principals thereof which have a direct or indirect ownership interest in another bidder or offeror for the same contract or in which a parent company or the principals thereof of one (1) bidder or offeror have a direct or indirect ownership interest in another bidder or offeror for the same contract.
4. Bids or proposals found to be collusive shall be rejected.

G. Contractor Fraud, Misrepresentation or Material Misstatement

1. "Penalties for Contractors Attempting to Meet Contractual Obligations with the County through Fraud, Misrepresentation or Material Misstatement," Section 2-8.4.1 of the Miami-Dade County Code, as amended, is incorporated herein by reference, subject to the following:
   a. Substitute:
      i. "Chief Procurement Officer" for "County Mayor"; and
      ii. "Trust" for "County."
   b. The procedure for debarment shall be in accordance with Section XV.A (Authority to Debar or Suspend) of this Regulation.

H. Use of Confidential Information

1. In particular, all Trust employees should be aware of the following provision in Subsection 112.313(8), Florida Statutes:
   a. "A current or former public officer, employee of agency, or local government attorney many not disclosure or use information not available to members of the general public and gained by reason of his or her official position, except for information relating exclusively to governmental practices, for his or her personal gain or benefit or for personal gain or benefit to any other person or business entity."
2. This provision is also applicable to former Trust employees.

I. Lobbying
   1. Definition. “Lobbyist” shall be as defined in Subsection 2-11.1(s)(1)(b) of the Miami-Dade County Code, as amended.
   2. Registration. All lobbyists must comply with Subsection 2-11.1(s) of the Miami-Dade County Code, including registering with the Clerk of the Board of County Commissioners and filing annual expenditure reports.
   3. Contingent Fees. In accordance with Subsection 2-11.1(s)(7) of the Miami-Dade County Code, contingent fees are prohibited.
   4. Presentations and Negotiations. Any representative of a prospective contractor participating in oral presentations or negotiations shall be listed on an affidavit submitted with the bid, proposal, or statement of qualifications in accordance with the “Conflict of Interest and Code of Ethics Ordinance,” Section 2-11.1(s) of the Miami-Dade County Code, as amended.

J. Cone of Silence
   1. The Cone of Silence, Subsection 2-11.1(t) of the Miami-Dade County Code, shall apply to procurements solicited and awarded by the Trust, subject to the following:
      a. The term “Trustee” is substituted for “Commissioner;”
      b. The term “Board” is substituted for “Board of County Commissioners;”
      c. The term “Chief Executive Officer of the Trust” is substituted for “County Mayor;”
      d. The term “Assistant to the PHT Board” is substituted for “Clerk of the Board;”
      e. The Chief Procurement Officer shall provide public notice of the Cone of Silence in accordance with Subsection 2-11.1(t)1.(b)(i) of the Miami-Dade County Code; and
      f. The formal solicitation and award thresholds in the Trust’s Procurement Regulation and this Regulation shall take precedence. In particular, the Cone of Silence does not apply to purchases made pursuant to Section V.B (Small Purchases).

K. Procurement Integrity
   1. Supplier Relationships. Trust employees directly or indirectly involved in the procurement process must strive to maintain and practice the highest possible standards of business ethics, professional courtesy, and competence in their dealings with suppliers, including according fair and equitable treatment to all suppliers and their representatives.
   2. Restrictive Specifications. Consistent with the provisions of this Regulation, Trust employees may not knowingly prepare or use an unnecessarily restrictive specification or statement of work that would effectively exclude acceptable products or services of one supplier or increase the prospects of award to another supplier.
   3. Personal Use. Trust employees may not make purchases through Trust contracts, pricing agreements or purchase orders for the personal use of themselves or any other person.

L. Recovery of Value Transferred or Received in Breach of Ethical Standards
   1. General Provisions. The Trust may seek recovery from both the employee and non-employee of anything transferred or received in breach of ethical standards.
   2. Recovery of Kickbacks by the Trust. Upon a showing that a subcontractor made kickback to a prime contractor or a higher tier subcontractor in connection with the award of a subcontract or order thereunder, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the Trust. The Trust may seek recovery from both the recipient and the subcontractor making such kickbacks.

XVIII. Acceptance of Gifts from Jackson Memorial Foundation

A. Purpose

Pursuant to Subsection 25A-4(h), Miami-Dade County Code, as amended, "Acceptance of Gifts," the "Trust shall have the authority to accept gifts of money, services or personal property," including "in-kind" donations. In addition, "the Trust may accept from a not-for profit organization whose primary purpose is to support the activities of the Trust gifts of construction projects." The purpose for this Section is to establish rules, conditions and terms for the acceptance of said gifts from Jackson Memorial Foundation ("Foundation").

B. Definition

"In-Kind" Donation means a donation in which the donor itself, or through an entity controlled by the donor, provides the personal property or performs the services, including construction and related professional services.

C. Applicable Statutes, Ordinances and Policies

1. Florida Statutes:
   a. Chapter 119, Public Records, as amended;
   b. Section 255.05, Bond of Contractor Constructing Public Buildings, as amended;
   c. Section 255.20, Local Bids and Contracts for Public Construction Works, as amended;
   d. Section 255.071, Payment of Subcontractors, Sub-Subcontractors, Material-men, and Suppliers on Construction Contracts for Public Projects; as amended; and
   e. Section 255.0525, Advertising for Competitive Bids or Proposals, as amended.
2. Miami-Dade County Code:
   a. Subsection 25A-4(h), Acceptance of Gifts, as amended;
   b. Section 10-34, Listing of Subcontractors Required, as amended;
   c. Section 10-35, Release of Claim by Subcontractors Required, as amended; and
   d. Section 10-36, Utility Connection Fees Not Billable, as amended.
3. Foundation Policies:

   Construction Procurement Regulation. Said Regulation or any amendments thereto are subject to review and approval by the Board of the Public Health Trust prior to becoming effective.

D. Role of Trust Officials

1. Chief Procurement Officer. With the exception of gifts of money, the Chief Procurement Officer or designee shall conduct due diligence of all gifts of goods, services and construction initiated by the Foundation. Said due diligence shall include, but not be limited to:
   a. Risk management, including indemnification;
   b. Performance and payment bonds for construction projects;
   c. Consistency with Trust standards, including where applicable, specifications or scope of work;
   d. Life cycle costs, including, but not limited to, expected life, warranty, training, energy costs, operational goods, maintenance, downtime and salvage value;
   e. Compliance with minimal contractual requirements set forth by the Trust;
   f. Responsibility of proposed awardee, including debarment.
2. Risk Management
   a. Review and approve indemnification provisions in Foundation solicitation and contract documents; and

b. Review and approve insurance requirements in Foundation solicitation and contract documents.

3. County Attorney's Office
   a. Review and approve indemnification provisions in Foundation solicitation and contract documents; and
   b. Review and approve insurance requirements in Foundation solicitation and contract documents.
4. Senior Vice President or designee over Facilities, Design and Construction
   a. With concurrence of the Foundation's President/CEO and/or COO, determine the appropriate project delivery method for construction projects;
      i. Review and approve all drawings and specifications for public improvements conducted on Trust property:
         (1) For competitively awarded contracts, the review and approval shall occur prior to the issuance of the solicitation.
         (2) For construction projects procured by competitive sealed proposals, a second review and approval shall occur prior to contract execution.
         (3) For in-kind construction or non-competitive construction contracts, the review and approval shall occur prior to acceptance of the gift by the Trust and commencement of any onsite work.
      ii. Review estimate of proposed construction project cost for reasonableness prior to solicitation;
   b. Periodic inspection during the course of the Work to guard against defects and deficiencies and to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the contract documents;
   c. Inspection upon both substantial and final completion of construction projects to determine conformance with the contract documents; and
   d. Assist the Chief Procurement Officer in developing contract conditions for the Foundation to utilize on public improvements to Trust property. Said conditions shall include, but not be limited to, working conditions, permits, quality of workmanship and materials, warranty, unknown site conditions, use of site, cutting and patching, cleaning up, protection of persons and property, time, and correction of work.

E. Acceptance
   1. Board of County Commissioners. Pursuant to Subsection 25A-4(h), Miami-Dade County Code, "subject to the prior approval of the Commission, the Trust may accept gifts of real property, the title of which shall be in Miami-Dade County."
   2. Board. Except as otherwise provided herein, the Board shall approve all gifts of money, services, personal property or construction of $1,000,000 or more. Gifts of services, personal property or construction shall be subject to the written recommendation of the CEO or CEO's designee and the reviews and approvals required in this Section XVIII (Acceptance of Gifts).
   3. CEO. The CEO or designee may approve all gifts of money, services, personal property or construction less than $1,000,000, subject to the reviews and approvals required in this Section XVIII (Acceptance of Gifts).

F. Goods and Services
   1. General. Except as otherwise provided herein, the procurement of goods or services for or in support of the Trust shall be made by or under the supervision of the Chief Procurement Officer.

2. Small Purchases. The Chief Procurement Officer may grant limited authority to the Foundation to make small purchases of goods and services in an amount not to exceed $10,000, subject to the reviews and approvals required in this Section. Procurement requirements shall not be artificially divided so as to constitute a small purchase under this Subsection.

G. Construction

1. Professional Services. The Foundation may procure professional services, including architectural, landscape architectural, engineering, land surveying and interior design services, related to construction projects pursuant to Foundation's Construction Procurement Regulations.
2. Contract for Construction. The Foundation may procure the contract for construction pursuant to the Foundation's Construction Procurement Policy. The contract for construction is subject to the provisions of this Section.
3. Limitation. Pursuant to Subsection 25A-4(h), Miami-Dade County Code, any construction project, including all related professional and non-professional services, personal property, change orders and contract modifications, shall not exceed $5,000,000 and must be fully funded by the Foundation.
4. Goods and Services. All goods and services related to a construction including, but not limited to fixtures and furnishing, shall be procured by the Foundation pursuant to the Construction Procurement Policy, subject to the reviews and approvals required in this Section.
5. Job Order Contract. The Chief Procurement Officer may authorize the Foundation to utilize Trust job order contracts, subject to the reviews and approvals required in this Section.
6. Public Records Laws. All solicitations and contracts made by the Foundation pursuant to this Regulation shall require contractors to abide by Chapter 119, Florida Statutes, Public Records Law, to the same manner and degree that would if their contract were with the Trust rather than the Foundation.

H. In-Kind Donations

Pursuant to Subsection 25A-4(h), Miami-Dade County Code, in-kind donations, including services, personal property, and construction, are exempt from all competitive bidding requirements and other programs otherwise mandated by the Code of Miami-Dade County for Public Health Trust contracts, provided additional costs, if any, are funded by a not-for-profit organization whose primary purpose is to support the activities of the Trust. Said in-kind donations are also exempt from the competitive bidding requirements of this Regulation. However, in-kind donations are subject to the provisions of this Section.

XIX. Hospital-Based Physician Services

A. Definition

Hospital-Based Physician Services means the non-employment, contractual engagement of one or more physicians to provide on-call emergency, medical director, radiology, anesthesiology, pathology, hospitalist, or other physician services at medical facilities operated by the Public Health Trust. It does not include physicians covered in either the University of Miami or Florida International University Annual Operating Agreements.

B. Exemptions

Except as otherwise provided herein, procurement of hospital-based physician services are exempt from this Regulation.

C. Source Selection

1. Hospital-based physician services may be procured with such competition as is practicable under the circumstances. Upon review by the County Attorney's Office for legal sufficiency, the Chief Procurement Officer may initiate a special procurement modifying the requirements of the Request for Proposals process as appropriate for the particular situation, including, but not limited to:
   a. Waiver of public notice;
   b. Limiting notice to selected persons;
   c. Exempting meeting from 286.011, Florida Statutes, pursuant to Section 395.3035,
   d. Florida Statutes; and
   e. Exempting disclosure of documents, offers and contracts from Chapter 119, Florida Statutes, pursuant to Section 395.3035, Florida Statutes.

D. Contract Award

1. Chief Procurement Officer. The Chief Procurement Officer may award hospital-based physician services contracts less than $1,000,000.
2. CEO. The Board delegates authority to the CEO, or CEO's designee to award hospital-based physician services contracts of $1,000,000 or more.
3. Report. Hospital-based physician services contract awards may be reported to the Board.

XX. References

Public Health Trust Board of Trustees - Approved PHT Board Resolution 01/2026-004

Responsible Party: Senior Vice President
Strategic Sourcing

Reviewing Committee(s): The Public Health Trust Board of Trustees Committee of the Whole
JHS Policy and Procedure Committee

Authorization: President & CEO, Jackson Health System